



सत्यमेव जयते

GOVERNMENT OF INDIA

Capacity Building Commission

REQUEST FOR EMPANELMENT (RFE)
for
design, development, delivery, and implementation of large-scale
training interventions for government officials

RFE No.- 03-13/2022-CBC

Disclaimer

1. The information contained in this Request for Empanelment (RFE) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Capacity Building Commission or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFE and all other terms and conditions subject to which such information is provided.
2. This RFE is not an Agreement and is neither an offer nor an invitation by the Capacity Building Commission to the Bidders or any other person. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information contained in this RFE has been provided to the best of knowledge of Capacity Building Commission and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RFE is based on the interim decisions taken by the Government and is expected to undergo changes in future. This RFE includes statements which reflect various assumptions and assessments arrived at by the Capacity Building Commission in relation to the project. Information provided in this RFE is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFE, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFE. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFE, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Capacity Building Commission and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFE.
4. The information contained in this RFE is subject to update, expansion, revisions and amendment prior to the last day of submission of the bids at the sole discretion of the Capacity Building Commission. In case any major revisions to this RFE are made by the Capacity Building Commission within seven days preceding the last date of submission of the Proposals, the Capacity Building Commission may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFE. Neither the Capacity Building

Commission nor any of its officers, employees nor any advisors nor Selected Bidders undertakes to provide any Bidder with access to any additional information or to update the information in this RFE.

5. The Capacity Building Commission, its employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFE.
6. The Capacity Building Commission reserves the right to change/ modify/ amend any or all provisions of this RFE document. The same shall be made available on the website of Capacity Building Commission.

Table of Contents

1. Invitation for Bid	7
2. Acronyms & Definition(s)	8
3. Data Sheet	10
4. Scope of Work	11
5. Project Duration, Award of Work and Timelines/ Implementation Framework	13
6. Instructions to Bidders	14
6.1 Eligibility	14
6.2 Bid Preparation Cost	14
6.3 Earnest Money Deposit (EMD) (Bid Securing Declaration)	14
6.4 Integrity Pact	15
6.5 Pre-Bid Meeting and Clarifications:	15
6.6 Submission of proposals	16
6.7 Bid Format	16
6.7.1 E-file 1 – Integrity Pact, Authorization Letter, EMD (Bid Securing Declaration) and Certificate under Rule 144 (xi) of GFR 2017.	
6.7.2 E-file 2 – Pre-Qualification Documents	
6.7.3 E-file 3 – Technical Bid	
6.8 Capacity Building Commissions’ Right to terminate the Process	18
6.9 Acceptance of Terms & Conditions	19
6.10 Disqualification	19
6.11 Contacting Capacity Building Commission	19
6.12 Withdrawal of RFE	20
6.13 Authentication of Bids	20
6.14 Deviations	20
6.15 Empanelment of Bidders	20
6.16 Empanelment Period	20

6.17	Signing of Contract	21
6.18	Performance Bank Guarantee (PBG)	21
6.19	Certificate under Rule 144 (xi) in General Financial Rules (GFRs), 2017.	21
7.	Selection Process for Bidder	21
7.1	Submission, receipt and Opening of Bids	21
7.2	Clarification on Bids	22
7.3	Evaluation Process	22
7.3.1	Stage 1: Pre-Qualification	23
7.3.2	Stage 2: Technical Evaluation	24
7.3.3	Stage 3: Empanelment of Successful Bidder	24
7.3.4	Stage 4: Post Empanelment Process	25
8.	Pre-Qualification Criteria	26
9.	Technical Evaluation Criteria/ Framework	29
10.	Terms of Business	31
10.1	Responsibilities	32
10.2	Fees and expenses	32
10.3	Termination	32
10.4	Intellectual Property Rights	33
10.5	Confidentiality	33
10.6	Data Protection	34
10.7	Governing Law and Jurisdiction	34
10.8	Deliverables	34
10.9	Manpower/resources related terms & conditions	34
10.10	Resource Replacement	35
10.11	Limitation of Liability	36
10.12	Indemnity	36
10.13	Labour Laws	37

10.14	Force Majeure	38
10.15	Arbitration	39
11.	Annexures	40
11.1	Annexure 1 – Pre-Bid Queries Format	40
11.2	Annexure 2 – Integrity Pact	41
11.3	Annexure 3 – Bid Securing Declaration	48
11.4	Annexure 4 – Pre-Qualification Bid Covering Letter	50
11.5	Annexure 5 – Bidder’s General Information	51
11.6	Annexure 6 – Citations – Work Experience (Submit separate sheets for experience quoted in prequalification and technical criteria)	52
11.7	Annexure 7 – No Deviation Certificate	53
11.8	Annexure 8 – Technical Bid Covering Letter	54
11.9	Annexure 9 – Formats for submission of Profiles	55
11.10	Annexure 10- Certificate under Rule 144 (xi) in the General Financial Rules (GFRs), 2017	57
11.11	Annexure 11- Format of Index/ Table of Contents	61

1. Invitation for Bid

Capacity Building Commission (CBC), has embarked on a learning transformation program by upskilling the civil servant through capacity building. CBC invites responses (“Proposals”/ “Bids”) to this RFE from eligible Bidders to be empanelled for Design, Development, Delivery and Implementation of Large Scale Training Interventions for Government officials.

Interested Bidders are advised to study this RFE document carefully before submitting their proposals in response to this RFE Document. Submission of a bid in response to this RFE shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

The time, date and venue details related to the pre-bid meeting and bid submission are mentioned in the Data Sheet. Proposals must be received not later than time and date as mentioned in the RFE. Only online submission through CPP portal would be accepted. Proposals that are received after the deadline will not be considered.

The Bidder shall submit the Proposal in the form and manner specified in this RFE. Online submission of proposals must be made before the date and time mentioned in this document. It is the responsibility of the Bidder to submit the bid before the last date and time on the online portal, and CBC shall not be responsible for any delay due to any of the technical/server issues.

To obtain first-hand information on the assignment, Bidder is encouraged to attend the pre-bid meeting on the date and venue mentioned. Attending the pre-bid meeting is optional.

Director

Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan
Janpath, New Delhi 110001

2. Acronyms & Definition(s)

CBC	Capacity Building Commission
RFE	Request for Empanelment
GST	Goods and Services Tax
BG	Bank Guarantee
LSI	Large Scale Intervention are mainly behavioural and functional trainings of Group B and Group C officials in the MDOs with audience 100 or above.
ITB	Instructions to Bidders
LD	Liquidated Damages
LOA	Letter of Award
LOE/ LoE	Letter of Empanelment
LOI	Letter of Intent
MSA	Master Service Agreement
MDO	Ministry/ Department/ Organization
NDA	Non-Disclosure Agreement
Bidder	means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated herein above, including any agency, branch or office controlled by such person, participating in the RFE process and offering the Services in accordance with the bid submitted by such organizations/entities pursuant to and in accordance with the terms and conditions of the RFE.
Consultant	A bidder empanelled under this RFE may be referred to as Consultant.
	means:

Bidder from a country which shares land border with India

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities

3..Data Sheet

1.	Tender Reference No.	03-13/2022- CBC	
2.	Important Dates	Publication of tender document	1 st September 2022
		Last date of query submission	7 th September 2022
		Pre bid meeting	9 th September 2022 at 1500 hours
		Last date of bid submission (E-file 1, 2 & 3)	22 nd September 2022 At 1730 hours
		Technical Presentations & Evaluation	To be Notified
		Declaration of Technical Result	To be Notified
		<p>* Bids received after the due date and time as specified above for any reason whatsoever, shall not be entertained by Capacity Building Commission.</p> <p>* If the bidder fails to submit the proposal within due date and time due to any technical issue, it shall be the sole responsibility of the bidder and not CBC.</p>	
3.	Tender Inviting Authority	Capacity Building Commission	
4.	Availability of RFE documents	<p>RFE is available on the</p> <ol style="list-style-type: none"> 1. Central PublicProcurement Portal (URL: http://eprocure.gov.in). 2. Capacity Building Commission's portal (https://cbc.gov.in/) <p>All updates, clarifications and corrigenda (if any) will be uploaded on both the above-mentioned websites.</p>	
5.	Job Requirement	Empanelment of agencies for design, development, delivery, and implementation of large-scale training interventions	
5.	Pre-Qualification Criteria	As per Section 8	
6.	Address for requesting clarifications and at which proposals in response to RFP notice are to be opened	Shri S.P. Roy, Director (CBC), 22 nd floor, Capacity Building Commission, Jawahar Vyapar Bhawan,	

7.	Place of Pre bid meeting	Janpath, New Delhi – 1. E-mail: cbc-dopt@gov.in
8.	Performance Bank Guarantee	Performance Bank Guarantee will need to be submitted by the bidder to the MDO for an amount equivalent to 3% of total work order/ contract value issued/ signed by the MDO which shall be valid for a period 6 months post of completion of engagement.
9.	Commencement of assignment:	On the date and at the location specified in the LoA/ Work Order/ Contract.
10.	Method of Selection	The bidders clearing the pre-qualification criteria and subsequently securing the minimum qualifying marks will be empanelled in two tiers namely tier 1 & 2. The pre-qualification criteria of both these tiers are stated in Section 8.
12.	Earnest Money Deposit (EMD)	NIL. (However, the bidders need to submit Bid Securing Declaration (As per Annexure 3).
13.	Proposal Validity from the last date of Bid Submission	180 days
14.	Integrity Pact	The Bidders shall also submit the signed and stamped Integrity Pact as part of the E-file 1 titled “IntegrityPact, Authorization Letter & EMD (Bid Securing Declaration)” before the last date of submission of bid, as per dates mentioned in the Data Sheet, failing which, the Bid submitted by the concerned Bidder will be liable to be rejected.
15.	Language	The bid and all related correspondence and documents in relation to the bidding process shall be in English language only
16.	Resource Deployment	All resources are to be deployed onsite/ offsite as per the requirement of the MDO/ CBC.

4. Scope of Work

The scope of this project includes the design, development, delivery, and implementation of large-scale training interventions for government officials to enable them to be more effective at the workplace. The competencies that the government officials will be trained in will be determined in conjunction with the concerned Ministry/Department to which trainee officials belong. For the success of this project, selected bidder will carry out the analysis of surveys/ reports conducted by the MDO, if any. Also customer interaction study, wherever applicable, in different parts of the country to identify pain points and solutions may need to be carried out as per the needs of MDOs, followed by a report submission. These

interventions can be on functional or behavioural competencies. Behavioural competencies will however be the priority in LSIs.

For the success of this project, the selected bidder will be responsible for the following tasks:

i. Multi-tier Training Needs Analysis (TNA)

Training under this program may be executed at two levels or tiers; as per the actual requirement of the MDO.

(Training intervention 1)

- The first level will be the training of Master Trainers by the Consultant/s.

(Training intervention 2)

- The second level will be the training of the rest of the staff by the Master Trainers with MDO and support by the consultants.

The Consultant will carry out a detailed training needs analysis for each of these tiers. This will be done in collaboration with and inputs from the concerned MDO.

ii. Design and development of course content:

Inputs from the TNA will be used by the Consultant to design and develop course content for both the training interventions mentioned at I above.

The Consultant will work in conjunction with the Ministry/Department to determine the competencies that the coursework will help build for trainees.

iii. Delivery of course content and plan for improvement of the Master Trainers:

The Consultant will impart training to Master Trainers in the format agreed upon by the Ministry/Department. The Consultant will also create a continuous improvement plan for the MTs participants with suitable milestones based on the constructs of goal, plan, action, feedback, and changes required.

iv. Creation of end of course assessments:

The Consultant will be responsible for the creation of end-of-course assessments for both levels of training interventions mentioned at (i). above. In addition, the Consultant will also develop the certification criteria for each of the two levels of interventions, keeping in mind national and global benchmarks.

v. Evaluation and certification of both master trainers as well as of trainees

On the basis of performance in the end-of-course assessment (designed at iv above), participants of both training interventions will be awarded certification by the Consultant. This certificate will specify the competencies acquired by participants, in consultation with the concerned MDO.

vi. Provision of assistance to Master Trainers in delivering content

The Consultant will be responsible for monitoring the training delivered by Master Trainers to the rest of the staff. Consultant will provide handholding services and resources to the Master Trainers. These may include, but not limited to a virtual helpdesk, one-on-one support, training kit including materials such as a trainer's handbook, training aids etc.

vii. Provide the necessary capacity transfer and support services that will enable the Master trainers to deliver the programs seamlessly and effectively. The developed content on training delivery should be handed over to respective MDO and should be such that they are compatible for upload on the iGot platform of Government of India.

viii. Create a model for impact evaluation:

The Consultant will design and develop an impact assessment module so that impact of the project may be assessed by a third party as decided by the concerned Ministry/Department and the Capacity Building Commission (CBC). This impact assessment module will be designed in alignment with existing assessment frameworks associated with Mission Karmayogi and iGOT KY. In particular the impact assessment should measure the improvement in targeted performance of trained Government officials/ staff where relevant, by assessing improvement in service delivery as per citizen perceptions.

5. Project Duration, Award of Work and Timelines/ Implementation Framework

(i) This Framework Agreement would be valid for 24 months from date of LoE, extendable for further period of 12 months based on satisfactory performance of the selected bidder and mutual understanding between the bidder and CBC.

(ii) **Award of Work:** (a) MDO shall award work to the empanelled agency after calling for financials from the empanelled agency as per their requirement.

(b) CBC may also award work to the empanelled agency after calling for financials from the empanelled agencies

(iii) The actual project timelines and implementation framework will be as per decision of the concerned MDO, at the time of award of work by them.

6. Instructions to Bidders

6.1 Eligibility

Bids can be submitted by any Agency with expertise in large-scale training interventions for Government officials. For details on Eligibility, kindly refer to the Pre-Qualification Criteria at Section 8 of this tender document.

6.2 Bid Preparation Cost

The Bidder shall bear all costs incurred in connection with participation in the RFE process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation and submission of bid, in providing any additional information required by the Capacity Building Commission to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

The Capacity Building Commission will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Bidding Process.

6.3 Earnest Money Deposit (Bid Securing Declaration)

- a) The bidder shall furnish along with its bid, a Bid Securing Declaration as mentioned in the data sheet, the same is to be provided as per the format specified under Annexure-3 in this document.
- b) The Bid Securing Declaration shall be valid for a period of forty-five (45) days beyond the validity period of the RFE. As validity period of RFE is 180 days, the Bid Securing Declaration shall be valid for 225 days from Technical Bid opening date. "Day" means calendar day.
- c) The bid submitted without Bid Securing Declaration Form will be rejected without providing any further opportunity to the bidder concerned.
- d) The bidder shall extend the validity of the offer and Bid Securing Declaration Form on request by Capacity Building Commission.

6.4 Integrity Pact

The Bidders shall submit the signed and stamped Integrity Pact as part of a cover titled “Integrity Pact, Authorization Letter & EMD (Bid Securing Declaration)” as per dates mentioned in the Data Sheet above, failing which, the Bid submitted by the concerned Bidder will be liable to be rejected. The format for the Integrity Pact is provided in Annexure 2 of this RFE.

6.5 Pre-Bid Meeting and Clarifications:

Pre-Bid Meeting

- a) Capacity Building Commission shall hold a pre-bid meeting with the prospective bidders as mentioned in “Data Sheet”.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the officer(s) mentioned in this document by email in Excel format as given in the Data Sheet.
- c) The queries should necessarily be submitted as per format in Annexure –1, in MS excel format.
- d) Capacity Building Commission shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests for clarifications after the indicated date and time shall not be entertained by Capacity Building Commission.

Responses to Pre-Bid Queries and Issue of Corrigendum

- a. Capacity Building Commission will endeavour to provide timely response to all queries. However, Capacity Building Commission makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Capacity Building Commission undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, Capacity Building Commission may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFE Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted as per the details given in Data Sheet.
- d. Any such corrigendum shall be deemed to be incorporated into this RFE.
- e. To provide prospective Bidders reasonable time for taking the corrigendum into account, Capacity Building Commission may, at its discretion, extend the last date for the receipt of Proposals.

6.6 Submission of proposals

- a) For submission dates, kindly refer to Data Sheet in the RFE at Section 3 point 2.
- b) A three-bid system will be followed for this RFE. The three bids shall be-
 - i. Integrity Pact, Authorization Letter and EMD (Bid Securing Declaration)
 - ii. Pre-Qualification documents
 - iii. Technical Bid
- c) This RFE process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/epublish/app>). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates of officer duly authorized to submit the bid in e-files. More information for submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/epublish/app>.
- d) All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Failure to submit the Bid on time could cause a bid to be rejected. The Capacity Building Commission will not accept delivery of the Bid by fax/e-mail or any other electronic/non- electronic means other than uploading on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/epublish/app>).

6.7 Bid Format

Bidder shall submit their bids in the format mentioned in the following sub-sections. **Bids not submitted in the prescribed formats will be liable for rejection.** If a format for specific document is not provided for in this RFE, the document shall be submitted in a format that makes it legally valid / binding on the Bidder and that is acceptable to the Capacity Building Commission. In any event, the Capacity Building Commission shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the Capacity Building Commission.

6.7.1 E-file 1-- Integrity Pact, Authorization Letter, EMD (Bid Securing Declaration) & Certification under Rule 144 (xi) of GFR 2017.

Section No.	Section Heading	Details/ Documents Required
Section 1	Integrity Pact	Scanned Copy of the Integrity Pact. Details in Annexure 2
Section 2	EMD (Bid Securing Declaration)	Scanned Copy of the EMD (Bid Security Declaration). Details in Annexure 3
Section 3	Authorization Letter	Scanned copy of Authorization Letter/ Power of Attorney duly executed by Bidder in favor of Authorized Signatory signing the bid or a Board Resolution authorizing the Authorized Signatory to sign the bid.
Section 4	Certificate under Rule 144 (xi) in General Financial Rules (GFRs), 2017	Certificate under Rule 144 (xi) in General Financial Rules (GFRs), 2017 as per Annexure 10 .
Section 5	Whether applying for Tier 1 or Tier 2	For Tier-1, self-undertaking. For Tier-2, DPIIT recognized certificate and request for seeking exemptions on the company's letter head.

6.7.2 E-file 2-- Pre-Qualification Bid Format

[Index/ Table of Contents: All the documents must be indexed, and page number of each criterion must be provided in Index in the pdf file submitted by the bidder under this section, as per Annexure 11]

Section No.	Section Heading	Details/ Documents Required
Section 1	Pre-Qualification Bid Covering Letter	As per format provided in Annexure 4
Section 2	Profile of the Bidding Firms	As per format provided in Annexure 5
Section 3	Pre-Qualification Criteria	Pre-Qualification criteria table as mentioned with response and reference against each criterion.

		Citations to be provided in the format as in Annexure 6
Section 4	No Deviation Certificate	As per format provided in Annexure 7

6.7.3 E-file 3— Technical Bid Format

[Index/ Table of Contents: All the documents must be indexed, and page number of each section must be provided in Index in the pdf file submitted by the bidder under this section, as per Annexure 11]

Section No.	Section Heading	Details/ Documents Required
Section 1	Technical Bid Covering Letter	As per format provided in Annexure 8
Section 2	Technical Proposal cum Bid	Bid documents (including copy of presentation)
Section 3	Technical Evaluation Criteria	Response to be in line with the requirements of Technical Evaluation Criteria. Relevant documents as mentioned therein are required to be submitted. Citations need to be provided in the format as in Annexure 6
Section 4	Approach and Methodology	Clearly furnish sections as mentioned in the Technical Evaluation Criteria in Section 9.
Section 5	Organization Structure & Key Resources	As per format provided in Annexure 9 of this RFE.

6.8 Capacity Building Commissions' Right to terminate the Process

The Capacity Building Commission may terminate the RFE process at any time and without assigning any reason. The Capacity Building Commission makes no commitments, express or implied, that this process will result in a business transaction with anyone. The Capacity Building Commission will not be liable in any way to any person in case of termination of this Bid process except that if the EMD (Bid Securing Declaration) has been received from the Bidder prior to such termination, the EMD (Bid Securing Declaration) will be returned as promptly as possible to the respective Bidders.

6.9 Acceptance of Terms & Conditions

By responding to this RFE, bidders submit and confirm their acceptance to the Terms and Conditions of this RFE.

6.10 Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFE:

- Bid not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
- During validity of the bid, or its extended period, if any, the bidder increases its quoted prices.
- The bidder's bid is conditional and has deviations from the terms and conditions of RFE.
- Bid is received in incomplete form.
- Bid is received after due date and time.
- Bid is not accompanied by all the requisite documents.
- Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwillingly or otherwise, at any time during the processing of the contract (nomatter at what stage) or during the tenure of the contract including the extension period if any.
- Financial bid is enclosed with the same folder as technical bid.
- Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- In case any one bidder submits multiple bids unless additional bids are withdrawn upon notice immediately.
- Failure of the successful bidder to agree with the Terms & Conditions of the RFE

6.11 Contacting Capacity Building Commission

From the time of issuance of this RFE to the time of issuance of LOE, if a Bidder needs to contact Capacity Building Commission for any reason relating to this RFE enquiry and /or its bid, it should do so only over e-mails as specified in the data sheet.

In case a Bidder attempts to influence Capacity Building Commission in its decision on scrutiny, comparison & evaluation of proposals and awarding the contract, the RFE of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by Capacity Building Commission.

6.12 Withdrawal of RFE

No bid should be withdrawn after the deadline for submission of RFE and before expiry of the RFE validity period. If a bidder withdraws the RFE during this period by any means, it will result in the vendor being disqualified from bidding for any contract with CBC for a period of one year from the date of notification.

6.13 Authentication of Bids

The Bid should be accompanied by a power-of-attorney in the name of the signatory of the Bid.

6.14 Deviations

The bidder shall not provide for any deviations in the bid. If Capacity Building Commission is of the opinion that the bid contains any deviation, then Capacity Building Commission reserves the right to seek withdrawal of any such deviation before considering the technical and commercial bid.

6.15 Empanelment of Bidders

The LOE shall be awarded to the successful Bidder(s) basis the score achieved in technical evaluation criteria as mentioned in clause 9.

After issuance/ acceptance of Letter of Empanelment, no variation or modification shall be made except by mutual written amendment signed by both the parties.

6.16 Empanelment Period

The validity empanelment shall be for a period of two (02) years from the date of issuance of empanelment letter to the selected bidders extendable upto a period of 12 months basis the performance and mutual agreement. The terms & conditions of the empanelment shall be applicable from the date of LoE and the Agency must sign the Contract within 21 days after issue of LoE.

The Bidder shall be relieved from its obligations only when all the works and responsibilities are completely discharged by the Agency in accordance with the terms & conditions of the RFE/Contract/LoE/ Work Order.

6.17 Signing of Contract

Contracts may be signed with MDO on the basis of Award of Work by the MDO. As per the decision of the concerned MDO, the successful bidders may be required to execute an agreement on non-judicial stamp paper of appropriate value with the MDO within 21 days of the date of the award letter (LOA).

6.18 Performance Bank Guarantee (PBG)

The successful bidder shall at his own expense submit to MDO an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a nationalized bank, in the format prescribed by the MDO, payable on demand, on the due performance and fulfilment of the contract/ work order by the bidder.

This Performance Bank Guarantee will be for an amount, as admissible, of the total contract/ work order value issued by the concerned MDO. Except as otherwise provided in the RFE, no interest shall be payable on the PBG. In case the project is delayed beyond the project schedule as mentioned in the RFE, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFE and six months thereafter.

The Performance Bank Guarantee shall be retained by MDO until the completion of the assignment by the bidder and be released 180 (one hundred and eighty) days after the completion of the assignment, as designed by the MDO.

6.19 Certificate under Rule 144 (xi) in General Financial Rules (GFRs), 2017.

The bid should be accompanied by a certificate for compliance with Rule 144 (xi) in General Financial Rules (GFRs), 2017 as per certificate provided in Annexure 10.

7 Selection Process for Bidder for empanelment

7.1 Submission, receipt and Opening of Bids

Submission

It is proposed to have the following e file system for this bid-

- a) Stage 1 Opening:

E-file 1: Integrity Pact, Authorization Letter, EMD (Bid Securing Declaration) and Certificate under Rule 144 (xi) of GFR 2017.

E-file 2: Pre-Qualification documents

b) Stage 2 Opening: E-file 3 (Technical bid/ proposal)

The Bid may be signed either by the Principal Officer of the Agency or his duly Authorized Representative, in which case he/she shall submit a certificate of authority.

All the three e files shall be uploaded in the CPP portal on or before the due date and time mentioned in the Data Sheet or as updated by CBC through issuance of Corrigendum/ Addendum. Proposal received after the given deadline will not be accepted.

Receipt and Opening

The Technical Bids of only those bidders will be opened who clears the Pre-qualification stage. The Proposals will be opened by the Capacity Building Commission in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms for attending the opening of the bid.

7.2 Clarification of Bids

During the bid evaluation, Capacity Building Commission may, at its discretion, ask the Bidder for a clarification of its bid or any of the documents submitted or left out by the bidder. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. Capacity Building Commission may ask for meetings with the Bidders to seek clarifications or confirmations on their proposals.

7.3 Evaluation Process

Capacity Building Commission shall evaluate the responses against this RFE and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence wherever asked, shall lead to rejection. From the time the Proposals are opened and up to the time the contract is awarded, the bidders shall not contact CBC on any matter related to its Technical Proposal. The decision of the Committee members on behalf of the Capacity Building Commission in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation. During the Bid Evaluation,

Capacity Building Commission reserves the right to reject any or all the Proposals. Each of the responses/ Proposals shall be evaluated as per the criteria and requirements specified in this RFE. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFE, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. The Technical proposals which are unsigned, and incomplete shall not be evaluated.

Note: The proposal shall be rejected if bidder does not fulfil the eligibility criteria, or the validity period of the proposal is less than 180 days.

In furtherance to above, the Bidders will be classified in two tiers (1 & 2). Tier I bidders needs to fulfil the prequalification criteria as stipulated in Section 8 of this tender document. Tier II bidders would be DPIIT recognized startups (Refer DoE OM No. F.1/7/2021-PPD-2 dated 2nd August 2021).

The steps for evaluation are as follows:

7.3.1 Stage 1: Pre-Qualification

- a) Capacity Building Commission shall open E-file 1 of the bidders tier wise.
- b) If the contents of the E-file 1 are as per requirements and the EMD (Bid Securing Declaration), Integrity Pact and Certificate under Rule 144 (xi) of GFR 2017 are in prescribed format have been received as per annexure 2 by the Capacity Building Commission as per the terms of this RFE, the Capacity Building Commission shall open “E-file 2”. Each of the Pre-Qualification conditions mentioned in Section 8 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- c) Response to the Pre-Qualification Requirements will be evaluated in accordance with the requirements specified in this RFE. **A checklist must be created with proper page-wise indexing of all supporting documents.**
- d) Results of the Pre-Qualification Bid opening will be intimated to bidders.

7.3.2 Stage 2: Technical Evaluation

- a) E-file 3 marked as “Technical bid” will be opened only for Bidders who succeed in Stage 1.
- b) For both the tiers, the bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in this RFE and technical evaluation framework as mentioned in Section 9.
- c) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Minimum of 70 marks must be secured by bidder to qualify. Only the bidders who get an aggregate technical score of 70 marks or more will qualify to be empanelled by CBC. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
- d) The proposal shall be deemed rejected if bidder does not fulfil the eligibility criteria, or the validity period of the proposal is less than 180 days.

7.3.3 Stage 3: Empanelment of successful bidder

- a) Bidders will be classified in two tiers- I and II as in Para 7.3 above.
- b) Only 1 proposal will be accepted from one firm.
- c) Bidders may check their eligibility in accordance with the pre-qualification criterion and apply accordingly with relevant supporting documents.
- d) DPIIT recognized startups are exempted from some of the pre-qualification criterion, as mentioned under Section 8 and may apply for Tier- II.
- e) Agencies applying under Tier-2 will be required to submit their recognition certificate.
- f) The technical parameters for evaluation of the bidders shall remain the same for bidders applying in both the tiers.
- g) CBC shall award the empanelment to the selected bidder/s scoring minimum 70 marks out of 100, by issue of Letter of Empanelment (LOE) and notify the same on CBC website

- h) If the selected bidder does not sign the LOE within the stipulated period or does not submit the Performance Guarantee within due time of acceptance of work order/ signing of contract between the selected bidder/ MDO, the LOE may be cancelled, and bidder will not be considered for award of work.
- i) CBC reserves the right to terminate the empanelment for reasons of non -performance.

7.3.4 Stage 4: Post Empanelment Process

- a) The empanelled bidder/s may be required to sign a non-disclosure agreement (NDA) with the concerned MDO as per the directions of the MDO.
- b) On signing of the NDA, empanelled bidder/s for each tier shall be given work based on the requirement by MDOs that may arise from time to time. The CBC also, may, allocate/ award suitable work, after following due process, to any of the empanelled bidders.
- c) The empanelment shall initially be for a period of two (2) years. Subject to performance and on mutually agreed terms the empanelment may be extended for a period of 12 months.
- d) The selected bidder is expected to commence the assignment on the date and at the location specified in the Contract/ Work Order.
- e) The payment terms, deliverables/ milestones and penalties for delays in completion of the work assigned shall be finalized and intimated to empanelled vendors while awarding the work order/ contract by the MDO.
- f) The selection process may be QCBS/ LCS as per the discretion of the MDOs and shall be intimated to the empanelled vendors in the Limited tendering process/ invitation of quotes with other terms and conditions.
- g) The bidder, where requested, shall explain the deliverables to concerned MDOs and provide clarification to their queries. Further it shall also be guided and deliver as per the requirements of the MDO. Any gap that is found in the deliverable with respect to above, even after the sign-off, will have to be addressed by the bidder without any additional cost to the MDO.
- h) No additional Out-of-Pocket expenses shall be payable by MDO/ CBC unless pre-approved in writing by respective MDO/ CBC.
- i) The empanelment review committee duly appointed by the competent authority of CBC shall review the performance of the empanelled agencies from time to time. The agencies whose performance found to be substandard or not meeting adequate quality standards

as per CBC may be removed from empanelment list. CBC may at its own discretion again open the empanelment process under the same bid document at any point of time in case of insufficient numbers of empanelled agencies under the respective tiers.

- j) Termination of Empanelment: CBC may at any time terminate the empanelment by giving a written notice to the firm/company without any compensation if the firm/company becomes bankrupt or otherwise insolvent or in case of dissolution of the firm or winding up of the company, provided that such termination will not prejudice or effect any right of action or remedy, which has accrued thereafter to CBC. The empanelment shall also be terminated in case of breach of any of the terms and conditions of the empanelment.

8 Pre-Qualification Criteria

The Bidder's pre-qualification bid will be evaluated in two tiers. For Tier 1, parameters and documents required are as follows-

Sr.#	Parameters	Requirement	Supporting Documents
1	Single Bidder	A Bidder is required to Bid on its own and no Joint Ventures or Consortiums are permitted.	Declaration from the Authorized Signatory
2	Legal Entity/ Registration of Company	1. The bidder must be incorporated and registered in India under the Indian Companies Act 1956/ LLP Act 2008 & subsequent amendments thereto and should have been operating for the last 8 years 2. Registered under GST as on the date of publishing of the RFE	1. Certificate of Incorporation /Copy of Registration Certificate (s) 2. GST Registration Certificate
3	Experience	Must be in the business of Large-Scale Training Interventions for at least five years starting from 2017-2018.	Self-certified declaration from Authorized Signatory and at least 1 work order from 2017-18 and 1 from 2020-21.

4	Net Worth	The Bidding firm must have a positive Net Worth in at least three financial years starting from 2018-19.	Certificate from Auditors/ CA firm / Audited Financial Statements (Profit & Loss Statement and Balance Sheet) of the respective financial years.
5	Annual Turnover	The bidding firm shall have a financial turnover of INR 1,00,00,000 per annum from Large Scale Training Interventions , in at least 3 financial years in any of the last 5 financial years starting from 2017-18.	Certificate from Auditors/CA firm / Audited Financial Statements for financial years as mentioned/ letter of declaration on company letter head if financial statements are under audit.
6 (i)	Experience in Large Scale Training Interventions	Must have experience in design, development, delivery and implementation of large-scale training interventions in public and/ or private sector, in at least 3 financial years in the last 5 financial years starting from 2017-18.	Copy of Contract/ Work Order and Completion Certificates by Client certified by the Authorized Signatory on Company's letterhead.
6 (ii)	Experience	The Bidder must have successfully conducted Large Scale interventions of cumulative order value of not less than INR 2 crores with any Central/ State Government/ PSU/ Government Agencies in India in last 5 (five) years (April '2017 to July'2022), with minimum work order/ contract value of not less than INR 25 Lakhs.	Copy of Contract/ Work Order and Completion Certificates by Client certified by the Authorized Signatory on Company's letterhead.
7	Not Blacklisted	The bidder should not be banned/ disqualified/ debarred/blacklisted by any Central/ State Government	Self-declaration from the bidder on company letter

		Ministry/ Department or PSU as on the date of bid submission.	head, signed by authorized signatory.
--	--	---	---------------------------------------

Note:

(a) For all Citations, ongoing projects will be considered for evaluation only if the completed component of the project meets the project value requirements. Bidders, in such cases will have to furnish - Copy of Contract/ Work Order and Certificate from the Client / Authorized Signatory clearly mentioning the completed component of the project and the value of the completed component or an undertaking in lieu of the completion certificate form the client, stating the same.

(b) For Tier 2, DPIIT recognized start ups may apply and seek exemptions in the clauses as below- Sr. No (2) to Sr. No. (6) as mentioned above, on submission of DPIIT recognition certificate along with request on company's letter head seeking exemption.

9 Technical Evaluation Criteria/ Framework

S no.	Evaluation Criteria	Description	Max. Score	Supporting Document(s)																												
1	Profiles of key staff of the organisation	Personnel with expertise as stated below- <table border="1" data-bbox="528 510 1054 2013"> <thead> <tr> <th></th> <th>Requirement</th> <th>Max 5 marks</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Project Manager cum client Engagement Lead</td> <td>1. Post-Graduation/ Master's in Behavioural Sciences other similar fields</td> <td>1</td> </tr> <tr> <td>2. Specialized course/ certification.</td> <td>2</td> </tr> <tr> <td>3. Over 10 years of relevant experience</td> <td>2</td> </tr> <tr> <td rowspan="4">Instructor*/ Trainer</td> <th>Requirement</th> <th>Max 5 marks</th> </tr> <tr> <td>1. Post-Graduate degree</td> <td>1</td> </tr> <tr> <td>2. Any specialised training</td> <td>1</td> </tr> <tr> <td>3. Interpersonal communication skills</td> <td>1</td> </tr> <tr> <td>4. Above 7 years of prior training experience in the Soft Skills /Employability /Aptitude and skill training space/domain.</td> <td>2</td> </tr> <tr> <td rowspan="3">Mindset and Behaviour Change Expert</td> <th>Requirement</th> <th>Max 5 marks</th> </tr> <tr> <td>1. Post-Graduation/ Master's in Behavioural Sciences or other similar fields. OR Doctorate in Social sciences/ sociology/ psychology or other similar field</td> <td>2</td> </tr> <tr> <td>2. Above 10 years of total Experience in mindset/ behaviour change projects.</td> <td>1</td> </tr> </tbody> </table>		Requirement	Max 5 marks	Project Manager cum client Engagement Lead	1. Post-Graduation/ Master's in Behavioural Sciences other similar fields	1	2. Specialized course/ certification.	2	3. Over 10 years of relevant experience	2	Instructor*/ Trainer	Requirement	Max 5 marks	1. Post-Graduate degree	1	2. Any specialised training	1	3. Interpersonal communication skills	1	4. Above 7 years of prior training experience in the Soft Skills /Employability /Aptitude and skill training space/domain.	2	Mindset and Behaviour Change Expert	Requirement	Max 5 marks	1. Post-Graduation/ Master's in Behavioural Sciences or other similar fields. OR Doctorate in Social sciences/ sociology/ psychology or other similar field	2	2. Above 10 years of total Experience in mindset/ behaviour change projects.	1	25 marks	Self-certified CVs/ Resumes of only the key staff members to be provided on company's letterhead comprising signatures and stamp of authorized signatory.
	Requirement	Max 5 marks																														
Project Manager cum client Engagement Lead	1. Post-Graduation/ Master's in Behavioural Sciences other similar fields	1																														
	2. Specialized course/ certification.	2																														
	3. Over 10 years of relevant experience	2																														
Instructor*/ Trainer	Requirement	Max 5 marks																														
	1. Post-Graduate degree	1																														
	2. Any specialised training	1																														
	3. Interpersonal communication skills	1																														
4. Above 7 years of prior training experience in the Soft Skills /Employability /Aptitude and skill training space/domain.	2																															
Mindset and Behaviour Change Expert	Requirement	Max 5 marks																														
	1. Post-Graduation/ Master's in Behavioural Sciences or other similar fields. OR Doctorate in Social sciences/ sociology/ psychology or other similar field	2																														
	2. Above 10 years of total Experience in mindset/ behaviour change projects.	1																														

			3 Handled at least 5 such workshops in past 3 years. Or Handled at least 10 such workshops in past 5 years.	1 2		
		Learning and Content Lead				
			Requirement	Max 5 marks		
			1. Post-Graduation/ Master's in Behavioural Sciences other similar fields OR Doctorates in Social sciences/ sociology/ psychology and other similar field advisory assignments as part of learning & content	1 2		
			2. Above 10 years of relevant experience. 3. Experience as lead learning and content design in at least 5 capacity building/ mindset change projects OR Experience in at least 6 and above capacity building/ mindset change projects as lead learning and content design-	1 1 2		
		Technology & Analytics Enablement Lead				
			Requirement	Max 5 marks		
			1. Masters in any Science/ technical degree 2. Any other certification/ qualification 3. Above 7 years of total experience in Technology Design & Architecture, Deployment & Testing. 4. 5+ years of relevant experience in	1 1 1		

		<table border="1"> <tr> <td></td> <td>Analytics/ Business Intelligence Role</td> <td>2</td> </tr> </table> <p><i>*The instructor would make the presentation before the Committee</i></p>		Analytics/ Business Intelligence Role	2		
	Analytics/ Business Intelligence Role	2					
2	Presentation made to the Selection Committee	<ul style="list-style-type: none"> a) Understanding of the project, in addition to Mission Karmayogi and iGOT platform – 15 marks b) Approach, methodology and work plan- 15 marks c) Organization Structure and Staffing- 15 marks d) Any 3 case studies/ reports of LSIs conducted in last 3 years between 1500 to 2000 words (5 x 3 = 15 marks) e) Impact Assessment of the three case studies at point d above (5 x 3 = 15 marks) 	75 marks	Presentation by the bidder and 3 case studies.			

Note: 1. For all Citations, ongoing projects will be considered for evaluation if the completed component of the project meets the project value requirements. Bidders, in such cases will have to furnish - Copy of Contract/ Work Order and Certificate from the Client/ Authorized Signatory clearly mentioning the completed component of the project and the value of the completed component.

2. Minimum Technical Score needed for qualification: 70 marks out of 100.

3. With regard to the CVs/ Resumes to be provided against Sr.No. 4 of the aforementioned technical evaluation criteria, the bidder has to give an undertaking on the company's letterhead signed and stamped by the authorized signatory stating that **only the key personnel showcased in the technical proposal against this tender document number 03-13/2022-CBC shall be deployed under the Scope of Work in this tender document.** Resource replacement, if any, shall be in line with the clause 10.10 in this tender document.

10 Terms of Business

Capacity Building Commission will empanel the successful bidders, who score minimum 70 out of 100 marks as mentioned in the technical evaluation criteria at Section 9 above. The successful bidder/s have to provide acceptance to the Letter of Empanelment issued by CBC on successful selection within 7 working days by email as well as physical copy, on receipt of the LOE.

10.1 Responsibilities

Capacity Building Commission will empanel bidders with effect from the date of issue of empanelment letter. By accepting the LOE, the Selected Bidder agrees to perform the services in a timely manner on the basis of subsequent work order issued by the MDO to the empanelled bidder, and to exercise all reasonable skill and care in their performance of them.

Selected Bidder shall provide MDO/ Capacity Building Commission promptly with any information, data or documents that may reasonably be required in order to comply with obligations under the contract.

10.2 Fees and expenses

Capacity Building Commission will not pay the Selected Bidder in respect of their professional fees and expenses. Unless otherwise agreed, Selected Bidder will invoice directly to MDO, based on the billing milestones defined in the Payment Schedule in the work order issued by the MDO. Each invoice the Selected Bidder submits will include a description of the work the Selected Bidder would have performed during the period to which it relates.

10.3 Termination

Capacity Building Commission may withdraw the LOE immediately upon written notice to Selected Bidder if:

- i. Selected Bidder is unable to perform the services or have materially or repeatedly breached any of the terms of the agreement
- ii. Selected Bidder performs the services in a manner which is unsatisfactory to MDO/ Capacity Building Commission. Selected Bidder become bankrupt (or, in the case of a partnership, any of their partners becomes bankrupt), are adjudicated insolvent, have a liquidator or an administrative or other receiver appointed to manage their affairs or have an order made against Selected Bidder that Selected Bidder be wound up or cease to carry on all or substantially all of their business.
- iii. Capacity Building Commission reasonably determines that such termination is required in accordance with applicable law, regulations or professional obligations (including as a result of circumstances that threaten our professional independence or create a potential conflict of interest); or the Contract is terminated.

- iv. Selected Bidder refuses to participate in the limited tendering process 3 times consecutively.
- v. Such termination shall be without prejudice to any rights we might have which accrued prior to termination.

10.4 Intellectual Property Rights

Capacity Building Commission will own all rights, title and interest in and to all data, reports, frameworks, specifications, designs, models, analyses, inventions, programs and other property or materials (collectively, the “Works”) that Selected Bidder or, if an entity, employees, officers, managers, directors or agents (collectively, “Personnel”) develop in connection with the provision of the services including all copyright interests and intellectual property rights in the Design, Development, Delivery and Implementation of Large Scale Training Interventions for Government officials. Selected Bidder shall perform all such acts as may be reasonably necessary for the purpose of perfecting the assignment to us of all copyright and other intellectual property rights in the Works. Selected Bidder hereby waives all moral rights in all jurisdictions.

Selected Bidder acknowledges that during the performance of their services, they may gain access to certain methodologies, frameworks, know-how, products, processes, ideas, interpretations, models, documentation, manuals, software, discs, reports, research, working notes, papers, data, specifications, designs, analyses, inventions and/or similar items (“Materials”) which are proprietary to concerned MDO/ Capacity Building Commission or other third parties. Selected Bidder agrees that this contract shall not operate to transfer any intellectual property rights or copyright interests in such Materials to them, and Capacity Building Commission (or their Capacity Building Commission and other third parties, as the case may be) shall continue to retain all intellectual property rights and copyright interests in such Materials.

Selected Bidder shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by us in writing. Selected Bidder shall not use the name of CBC or MDO without prior written permission from the concerned office, for any purpose.

10.5 Confidentiality

In the course of providing the Services Selected Bidder will be privy to information of a confidential nature relating to Capacity Building Commission/ MDO and Selected Bidder may learn confidential information about Capacity Building Commission’s/ MDO’s business, systems

of work and other confidential information. Selected Bidder agrees that they will use such Confidential Information only in compliance with their obligations under the concerned contract or work order as the case may be under this RFE, that Selected Bidder will not disclose such information to any third party except to the extent required by law and that Selected Bidder will, in relation to confidential information which comes into their possession during the performance of the subcontract, comply with the confidentiality obligations placed upon us by the contract as if Selected Bidder were a party to the contract in Capacity Building Commissions place. These restrictions do not apply to information which has entered the public domain or which has been disclosed to Selected Bidder by a third party who is not subject to any restriction on disclosure.

10.6 Data Protection

To the extent Selected Bidder collect, use, store or otherwise process (collectively, “Process”) Confidential Information that can be linked to specific individuals (“Personal Data”) in connection with the performance of their Services under a contract, Selected Bidder shall process such personal data in accordance with applicable law, rules and regulations including (without limitation) the Information Technology Act, 2000 (the “Act”), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the “Rules”).

Without prejudice to the generality of the preceding clause, Selected Bidders shall implement and maintain reasonable security practices and procedures (including, without limitation, managerial, technical, operational and physical security control measures) designed to protect such Personal Data against unauthorized access, damage, use, modification, disclosure or impairment, as required by the Rules (“Data Protection Procedures”). Selected Bidder shall not further disclose or transfer Personal Data to any other person or entity, except as required by applicable law or court order.

Selected Bidder shall not retain Personal Data for longer than is reasonably required for the performance of their Services.

10.7 Governing Law and Jurisdiction

This RFE shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the subsequent contract, any contract hereunder services shall be subject to the exclusive jurisdiction of the Indian courts.

10.8 Deliverables

All deliverables and source files to be shared with the MDOs after the modules have been signed-off/ completed. The Intellectual Property Rights for all the work products will rest with the respective MDOs.

10.9 Manpower/resources related terms & conditions

- a) The manpower provided by the agency shall work as per user department's work schedule.
- b) Neither the agency nor its personnel /workmen can be treated as employees of CBC or concerned MDO they are working with, for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of CBC/ MDO. The agency or its workmen shall not at any point of time have any claim whatsoever against CBC.
- c) If the User Department / CBC so recommends, a deployed resource must be replaced by the agency within a period of 5 working days.
- d) It is expressly understood and agreed to between the parties to this agreement that the manpower deployed by the agency shall be the employees of the agency for all intents and purposes and in no case, there shall be a relationship of employer and employee between the CBC /user department and the said manpower.
- e) The manpower employed by the agency shall have no right, whatsoever, for any appointment in the CBC /user department in temporarily /ad-hoc/daily wages/regular capacity on the basis of their work in the CBC /user department.
- f) In case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the agency to contest the same at appropriate forum(s).

10.10 Resource Replacement

The selected agency on being awarded the work by the concerned MDO under this RFE, should deploy only the manpower of which the CVs/ resumes are being submitted for technical evaluation criteria at Section 9 of this RFE.

Substitution of key personnel will be allowed in compelling or unavoidable situations only with the prior approval of CBC/ concerned MDO and the substitute shall be of equivalent or higher credentials. Such substitution may be limited to not more than Two (02) of total key personnel, subject to equally, or better qualified and experienced. In furtherance to above, MDO may at its discretion impose a penalty for resource replacement after issuance of work order, as applicable.

10.11 Limitation of liability

a. Except conditions enumerated in Indemnity Clause, the damage caused by the empanelled agency to User Department / CBC under any work order issued pursuant to this empanelment, the empanelled agency shall be liable to end user / CBC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empanelled agency shall not exceed the total contract value of the work entrusted to them.

b. Empanelled Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / CBC stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled agency or its employees.

c. Limitation of liability: In no event will empanelled agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.”

10.12 Indemnity

a. The selected agency shall indemnify and defend the CBC /User departments/ MDO against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware, documents, other artefacts, deployed resources and related services or any part thereof (“Deliverables”). The selected agency shall have no obligations with respect to any claims to the extent such claim results from:

(i) the selected agency’s compliance with CBC /User departments specific technical designs, specifications, or instructions where the selected agency has notified CBC / User department in writing (with proper reasons) prior to implementation of such specific technical designs, specifications, or instructions that the implementation of such specific technical designs, specifications or instructions will result in infringement claims.

(ii) inclusion in a Deliverable of any content or other materials provided by CBC /User departments and the infringement relates to or arises solely from such CBC /User departments materials or provided material;

(iii) (modification of a Deliverable after delivery by the selected agency to CBC /User departments if such modification was not made by or on behalf of the selected agency and the claim arises solely due to such modification;

(iv) operation or use of some or all of the Deliverable in combination with materials not provided by the selected agency and the claim arises solely due to such reason; or

(v) use of the Deliverable for any purposes for which the CBC / User department have been advised in advance in writing that the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the selected agency; or

(vi) use of a superseded release of some or all of the Deliverables or CBC /User departments“ failure to use any modification of the Deliverable furnished under the contract including, but not limited to, corrections, fixes, or enhancements made available by the selected agency provided that such modifications or new releases are made available by selected agency free of cost and the use of such modifications or new releases does not adversely impact the performance / service levels.

b. CBC /User department/ MDO stand indemnified from any employment claims that the hired manpower /Resources / agency’s manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. c. Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party’s manpower while discharging their duty towards fulfilment of the purchase orders caused by the negligence or wilful misconduct of the other Party or its agents and representatives.

10.13 Labour laws

a) The vendor shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws and industrial laws in respect of the manpower employed thereof and shall be solely responsible for the payment of wages to the deployed manpower and ensure its timely payment thereof. The vendor shall be solely responsible to adhere to all the rules and regulations relating to labor

practices and service conditions of its workmen and at no time shall it be the responsibility of CBC/ MDO/ user department.

b) The vendor shall indemnify CBC against any liability incurred by CBC on account of any default by the vendor or manpower deployed by it.

c) Neither the vendor nor his workmen can be treated as employees of CBC/ MDO for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of CBC/ MDO. The vendor or its workmen shall not at any point of time have any claim whatsoever against CBC/ MDO.

d) If the User Department /MDO/ CBC so recommends, a deployed resource must be replaced by the vendor within a period of 5 working days.

e) Medical benefits should be provided by the empanelled agency only to the manpower deployed.

10.14 Force Majeure

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

10.15 Arbitration

In the case of dispute arising upon or in relation to or in connection with the contract/ work order between MDO/ CBC and the empanelled bidder, which has not been settled amicably under the provisions of this tender, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996 and amendments under the same. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by MDO and the empanelled bidder (Nominee Arbitrator), the third arbitrator shall be chosen by the two arbitrators so appointed by the Parties which shall act as the Presiding Arbitrator. In case of failure of any Party(s) in appointing Nominee Arbitrator within a period of Thirty (30) days from receipt of notice of invocation of arbitration/receipt of request of nomination of arbitration, the said appointment shall be made by Capacity Building Commission. The third arbitrator shall be appointed by the two arbitrators so appointed by the Parties which shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the Parties to reach a consensus regarding the appointment of the third arbitrator within a period of Thirty (30) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by either Capacity Building Commission or respective MDO. The Arbitration and Conciliation Act, 1996 and any statutory modification or re- enactment thereof, shall apply to these Arbitration proceedings.

11 Annexures

11.1 Annexure 1 – Pre-Bid Queries

Bidder shall submit all pre-bid queries in MS excel in the following format.

#	Section Name &No.	Page No.	Statement as per tender document	Query by bidder	Reason for Query	Response by Capacity Building Commission
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

11.2 Annexure 2 – Integrity Pact (to be provided in A4 size plain paper)

Integrity Pact

This Integrity Pact is entered by and between

The Capacity Building Commission, having its office located Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan, Janpath, New Delhi 110001

of the First Part;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as “Bidder” which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

The Capacity Building Commission intends to award, under laid down organizational procedures, contract for Empanelment of Agencies for Design, Development, Delivery and Implementation of Large Scale Training Interventions for Government Officials _<Bidder’s Name>” through an open tender process and has issued RFE bearing number _____. The Capacity Building Commission values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and /or Vendor(s) / Selected Bidder(s).

In order to achieve these goals, the Capacity Building Commission wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an ContractEvaluation Committee (comprising of Technical Evaluation Committee and FinancialEvaluation Committee) /Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentionedabove.

Section 1- Commitments of the Capacity Building Commission

- 1) The Capacity Building Commission commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Capacity Building Commission, personally or through family members, will in connection with the RFE for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Capacity Building Commission will during this tender process treat all Bidder(s) with equity and reason. The Capacity Building Commission will in, before and during this tender process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.
 - c) The Capacity Building Commission will exclude from the process all known prejudiced persons.
- 2) If the Capacity Building Commission obtains information on the conduct of any of its officers/ employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Capacity Building Commission will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder

- a) The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- b) The Bidder will not, directly or through any other persons or firm, offer promise or give to any of the Capacity Building Commission's employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.
- c) The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-

submission of bids or any other actions to restrict competitiveness or to introduce cartelization in this tender process.

- d) The Bidder will not commit any offence under the Indian Penal Code 1860 and / or Prevention of Corruption Act 1988; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Capacity Building Commission as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e) The Bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- f) The Bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies to influence the bidding decision making process or to attain any undue favours to the Bidder.
- g) The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees / Directors / management representatives of the Bidder who have family relationships with the employees or officers of the Capacity Building Commission.
- h) The Bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the Capacity Building Commission. Bidder and its employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the Capacity Building Commission or any other interests during this tender process or through operation of the Agreement.
- i) The Bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Agreement.
- j) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, the Capacity Building Commission is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder. Further, if the bidder refuses to participate in the limited tendering process or does not provide quotations when asked, 3 times consecutively, the bidder will be liable to be blacklisted by CBC.

Section 4: Compensation for Damages

- a) If the Capacity Building Commission has disqualified the Bidder from this tender process prior to the award according to Section 3, the Capacity Building Commission is entitled to disqualify the bidder from bidding for any contract with Department of Personnel & Training (DoPT) for a period of one year from the date of notification.
- b) If the Capacity Building Commission has terminated the Agreement according to Section 3, or if the Capacity Building Commission is entitled to terminate the Agreement according to Section 3, the Capacity Building Commission shall be entitled to demand and recover from the Bidder / Vendor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

- a) The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government / State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify Bidder's exclusion from this tender process.
- b) If the Bidder makes incorrect statement on this subject or hides any material information, the Capacity Building Commission is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section 6: Equal treatment of all Bidders

- a) The Bidder undertakes to demand from all sub Selected Bidders of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the Capacity Building Commission before signing of the Agreement with the Capacity Building Commission.
- b) The Capacity Building Commission will enter into individual Integrity Pacts with identical conditions as this one with all sub-Selected Bidders of the Vendor.
- c) Only if the Bidder has entered into this Integrity Pact with the Capacity Building Commission, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- d) The Capacity Building Commission will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

Section 7: Criminal charges against violation Bidder/ Sub Selected Bidder(s)

If the Capacity Building Commission obtains knowledge of conduct of the Bidder or its Sub Selected Bidder, or of an employee or a representative or an associate of the Bidder or Sub Selected Bidder which constitutes corruption, or if the Capacity Building Commission has substantive suspicion in this regard, the Capacity Building Commission will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- a) The Capacity Building Commission appoints _____ as Independent External Monitor for this Integrity Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- b) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. The Monitor shall report to the CBC. The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Capacity Building Commission including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub Selected Bidders of the Vendor. The Monitor is under contractual obligation to treat the

information and documents of the Bidder/ Sub Selected Bidder(s) of Vendor with confidentiality.

- c) The Capacity Building Commission will provide to the Monitor enough information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between the Capacity Building Commission and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.
- d) As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the Capacity Building Commission and request the Capacity Building Commission to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- e) The Monitor will submit a written report to the Capacity Building Commission within 8 to 10 weeks from the date of reference or intimation to him by the Capacity Building Commission and, should the occasion arise, submit proposals for correcting problematic situations.
- f) If the Monitor has reported to the Capacity Building Commission, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the Capacity Building Commission has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- g) The word 'Monitor' would include both singular and plural.

Section 9– Pact Duration

- a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Vendor.
- b) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Capacity Building Commission.

Section 10 – Other provisions

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the Capacity Building Commission first above written, i.e. New Delhi.
- b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.
- c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

**For & On Behalf of the Capacity Building Commission
the Bidder**

(Official Seal)

Place: _____

Date: _____

Witness:

(Name & Address):

For & On Behalf of

(Official Seal)

Place: _____

Date: _____

Witness:

(Name & Address):

11.3 Annexure 3 – Bid Securing Declaration

<Original signed copy on company letter head>

Bid Securing Declaration

Date: _____

Tender No. _____

To

The Director

Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan

Janpath, New Delhi 110001

Subject: Submission of the bid for “” _<Bidder’s Name>”

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you and Contracting Department for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing) Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

11.4 Annexure 4 – Pre-Qualification Bid Covering Letter

<Original signed copy on company letter head>

The Director

Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan

Janpath, New Delhi 110001

Subject: Submission of the Pre-Qualification bid for “_<Bidder’s Name>”

Dear Sir,

We, the undersigned, offer to Design, Development, Delivery and Implementation of Large Scale Training Interventions for Government Officials with reference to your Request for Empanelment dated <insert date> and our Bid. We are hereby submitting our Pre-qualification bid.

We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this RFE document. We would hold the terms of our bid valid for the number of days as stipulated in the RFE document.

Yours sincerely,

(Authorised Signatory)Signature:

Name:

Designation:

Address:

Seal:

Date:

11.5 Annexure 5 – Bidder’s General Information

Bidders are requested to furnish the following information and enclose along with quotation.

S. No.	Item	Bidder’s Response			
1.	Company Name				
2.	Year Established				
3.	Incorporated in India (Yes or No)				
4.	Name & Designation of Authorized person				
5.	Contact Name				
6.	Email Address				
7.	Mobile				
8.	Telephone				
9.	Official Address				
10.	No. of manpower on bidder’s payroll				
11.	Brief Description of the Organization				
12.	Turnover	Years	2018-19	2019-20	2020-21
		Turnover			

11.6 Annexure 6 - Citations – Work Experience

(Submit separate sheets for experience quoted in prequalification and technical criteria)

S. No.	Item	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of Client	
4.	Country	
5.	Contact Details (Contact Name, Address, Telephone Number)	
6.	Approximate Value of the Contract	
7.	Duration of Assignment (months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Narrative/ description of the project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence attached	

11.7 Annexure 7 - No Deviation Certificate

<Original signed copy on company letter head>

To,

The Director

Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan

Janpath, New Delhi 110001

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/RFE (including amendments) no. _____ dated _____. This is to certify that our offer contains no deviation on the Scope of Work, Legal or Commercial aspects in either direct or indirect form.

Sincerely,

(Authorized Signatory)Signature:

Name:

Designation:

Address:

Seal:Date:

11.8 Annexure 8 - Technical Bid Covering Letter

<Original signed copy on company letter head>

To,

The Director

Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan

Janpath, New Delhi 110001

Subject: Submission of the Technical bid for “_<Bidder’s Name>”

Dear Sir,

We, the undersigned, offer to provide the services for Design, Development, Delivery and Implementation of Large Scale Training Interventions for Government Officials with reference to your Request for Empanelment dated <insert date>. We are hereby submitting our Technical Bid for your perusal.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this RFE document. We would hold the terms of our bid valid for the number of days as stipulated in the RFE document. We understand you are not bound to accept any Bid you receive.

Yours sincerely, (Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

11.9 Annexure 9 - Formats for submission of Profiles

1. Name of Firm:
2. Name of Staff:
3. Contact Details:
4. Designation:
5. Areas of Expertise:
6. Date of Birth:
7. Years with the Firm:
8. Total Years of Experience:
9. Nationality:
10. Education:

<Passport Photo>

S. No.	Degree Obtained	Institution	Dates
1			

11. Key Qualifications:
12. Membership of Professional Associations:
13. Professional Certifications:
14. Other Training:
15. Countries of Work Experience:
16. Languages:

S. No.	Languages	Speak	Read	Write
1				

17. Employment Record

From/To	
Client	
Position held	

Key Duties Assigned:	
----------------------	--

18. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned (Please provide the details of the projects undertaken till date)

Name of assignment or project:	
Year:	
Location:	
Client	
Main project features:	
Positions held:	
Activities performed	

11.10 Annexure 10: Certificate under Rule 144 (xi) in the General Financial Rules (GFRs), 2017.

<Original signed copy on company letter head>

To:

The Director

Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan

Janpath, New Delhi 110001

Dear

Sir,

Ref: Your RFE No. dated

Bidder Name:.....

We, M/s -----are a private/public limited company/LLP/Firm <strike off whichever is

not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----

----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

- a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a landborder with India and / or sub-contracting to Selected Bidders from such countries.
- b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

Or

*We, the Bidder are from such a country and has been registered with the Competent Authority

i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

(*Delete whichever is not applicable)

- c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub- contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by Bank of India in writing, in which case we shall not sub-contract or outsource the work to a Selected Bidder from such countries,

unless such Selected Bidder is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfil all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank of India shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. Bank shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

“ Definitions

"Bidder" for the purpose of this Order (including the term 'tenderer', 'Selected Bidder'

'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" for the purpose of above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their

shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at..... On this the ...day of

Authorised

Signatory M/s.....

Signature and
Name Seal of
the Bidder

*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

11.11**Annexure 11: Format of Index/ Table of Contents**

Sr. No.	Parameter	Name of Documents Submitted	Work Order Page Nos. (From and To)	Any other Specific detail Page No.
A)	Pre-Qualification			
1.				
	and so on...			
B)	Technical Evaluation			
1.				
	and so on...			